

After recording, please return to:
First American Title Company
6077 Primacy Parkway, Suite 121-B
Memphis, TN 38119; Attention Kimberly Ashton

4/27/05 9:32:01
BK 498 PG 120
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Address New Owner:	Send Tax Bills To:	Property Address Map/Parcel Number
Gourmet Systems, Inc. c/o Applebee's International, Inc. Attn: Charlotte Kerner 4551 W. 107 th Street Overland Park, KS 66207	Same	710 DeSoto Cove, Horn Lake, MS, 38637-1469 1087-2504.0-00004.00
This instrument prepared by: Boulton, Cummings, Conners & Berry, PLC (CSS) 1600 Division Street, Suite 700, P.O. Box 340025, Nashville, TN 37203		

Phone: N/A

SUCCESSOR TRUSTEE'S DEED

WHEREAS, Delta Bluff, LLC, by Deed of Trust and Assignment of Rents and Fixture Filing dated October 26, 1998, of record in Book 1050, page 261, Office of the Chancery Court Clerk of DeSoto County, Mississippi, transferred and conveyed to Pierette Newman, Trustee for the benefit of Peachtree Franchise Finance, LLC, certain real property and improvements thereon and situated in Section 25, Township 1 South, Range 8 West and more fully described in Exhibit A hereto (the "Property"), said Deed of Trust and Assignment of Rents and Fixture Filing having been assigned by Assignment of Deed of Trust to PFFC Funding, LLC, of record in Book 1056, page 177, and further assigned to U.S. Bank National Association, by Assignment of Deed of Trust of record in Book 1581, page 534, said Chancery Court Clerk's Office (said instruments referred to collectively as the "Deed of Trust"); and

WHEREAS, Charles S. Sanger has been appointed Successor Trustee by the lawful owner and holder of the indebtedness secured by the Deed of Trust, said Substitution of Trustee being of record in Book 2180, page 772, in said Chancery Court Clerk's Office; and

WHEREAS, default having been made in the terms and conditions of the Deed of Trust and the entire indebtedness secured thereby having been declared to be due and payable in accordance with terms of said Deed of Trust, U. S. Bank National Association, the lawful owner and holder of the indebtedness has called upon the Successor Trustee to foreclose the Deed of Trust and sell the land and property described therein; and

WHEREAS, the Successor Trustee, after due advertisement of the sale in the *DeSoto Times Today*, published in the City of Hernando, Mississippi, on March 30, 2005, April 6, 2005, April 13, 2005 and April 20, 2005 as evidenced by Proof of Publication attached hereto as Exhibit B, and posting of the Successor Trustee's Notice of Sale at the DeSoto County Courthouse, Hernando, Mississippi, as required by the laws of the State of Mississippi and as required by the terms of the Deed of Trust, offered the Property for sale to the highest bidder for cash, at public outcry, at eleven-thirty o'clock (11:30 a.m.), April 25, 2005, at the east door of the DeSoto County Courthouse in Hernando, Mississippi, when and where U.S. Bank National Association, became the best and highest bidder for cash at the price of ONE MILLION ONE HUNDRED THIRTY AND and 00/100 Dollars (\$ 1,100,000.00); and

1042898 v1
105904-001 4/18/2005

First American Title

a

WHEREAS, U.S. Bank National Association has requested transfer and assignment of its bid to Gourmet Systems, Inc., a Missouri corporation, and has authorized the Successor Trustee to convey the Property to Gourmet Systems, Inc., and the Successor Trustee by execution of this instrument, does hereby transfer and assign all right, title and interest of U. S. Bank National Association, as the highest and best bidder, to Gourmet Systems, Inc.; and

WHEREAS, The United States may claim a lien against any interest of Delta Bluff, LLC in the Property pursuant to 26 U.S.C. §6321 as set forth in those Notices of Federal Tax Lien of record as Instrument Nos. 04180086 and 05020522, Shelby County, Tennessee Register's Office. The notice required by 26 U.S.C. §7425(b) has been timely given in order for the Property not to be subject to such liens or claim of liens. A copy of the response from the Internal Revenue Service is attached hereto as Exhibit C. The Property, however, after this foreclosure sale, shall be subject to the right of the United States to redeem the Property as more fully set forth in 26 U.S.C. §7425(d)(1); and

WHEREAS, the Mississippi State Tax Commission may claim a lien against any interest of Delta Bluff, LLC in the Property as set forth in those Notices of Tax Lien of record as Case Nos. 555313-S, 555314-S, 37106-S, 556475-S, 42204147-W, 656542427-W, 536950391-W, 25302-CO, 27610-CO, 27818-CO, 556476-S and 36069-S, Circuit Clerk of DeSoto County, Mississippi.

WHEREAS, the Mississippi Department of Employment Security may claim a lien against any interest of Delta Bluff, LLC in the Property as set forth in that Warrant for Collection of Contributions of record as Case No. 298499, Circuit Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, in his capacity as Successor Trustee, and not otherwise, and in consideration of the premises and payment of the sum of \$ 1,100,000.00 cash in hand paid, the receipt and sufficiency of which are acknowledged, Charles S. Sanger, Successor Trustee, hereby sells and conveys the Property to Gourmet Systems, Inc., conveying only such title as is vested in him as Successor Trustee.

The Property is sold "AS IS," and neither the Successor Trustee nor the beneficiary of the Deed of Trust nor any agent or attorney therefor makes any warranty as to the condition, quality or quantity thereof, including, but not limited to, the enforceability of any lease affecting the Property, the existence or absence of defaults thereunder or the effect of this foreclosure sale on the rights of any party under such a lease. Notwithstanding the foregoing and without imposing any liability on Successor Trustee, this paragraph shall not limit or undermine any separate agreement between Grantee and the beneficiary of the Deed of Trust.

Words used herein indicating number or gender shall be read as context may require.

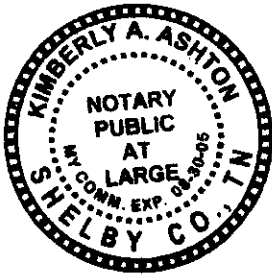
Dated this 25th day of April, 2005.

Charles S. Sanger, Successor Trustee

Charles S. Sanger, as Successor Trustee, and not otherwise

^{Tennessee}
STATE OF ~~MISSISSIPPI~~)
COUNTY OF ~~DESOOT~~)
^{Shelby}

Personally appeared before me the undersigned authority in and for said County and State, on this the 25th day of April, 2005, within my jurisdiction, the within named Charles S. Sanger, Successor Trustee, who acknowledged that he executed the above and foregoing instrument.



Kimberly A. Ashton

Notary Public

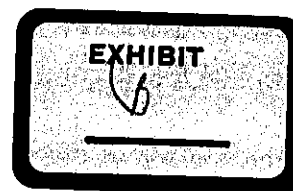
My Commission Expires: 8/30/05

EXHIBIT "A"
(Legal Description)

Land situated in Horn Lake, DeSoto County, Mississippi and being further described as follows:

Beginning at a point in the northeast corner of Lot No. 3, DeSoto Crossing Subdivision as recorded in Plat Book 46, Page 39 (found iron pin 0.8' East and 0.7' South) said point being in the southerly line of DeSoto Cove (50 feet wide), 135.00 feet eastwardly from the tangent intersection of the southerly line of DeSoto Cove and the easterly line of Interstate Boulevard (80 feet wide); thence North 89 degrees 21 minutes 40 seconds East 180.14 feet with the southerly line of said Cove to an iron pin (found) at the northwest corner of Lot No. 5A; thence South 00 degrees 38 minutes 20 seconds East 328.08 feet along the westerly line of Lot No. 5A to an iron pin (found) in the present northerly line of Goodman Road (Right-of-Way width varies); thence North 88 degrees 12 minutes 25 seconds West 180.30 feet with the northerly line of said Goodman Road to an iron pin (found) at a southwest corner of Lot No. 3; thence North 00 degrees 38 minutes 20 seconds West 320.43 feet along the easterly line of Lot No. 3 to the point of beginning containing 1.34 more or less, acres of land (58,411, more or less, Square Feet) And being situated in Section 25, Township 1 South, Range 8 West.

Being the same property conveyed to Delta Bluff, LLC, by Special Warranty Deed of record in Book 342, page 255, Chancery Court Clerk of DeSoto County.



PROOF OF PUBLICATION

THE STATE OF MISSISSIPPI
COUNTY OF DESOTO

Diane Smith personally appeared before me the undersigned in and for said County and State and states on oath that she is the **CLERK** of the DeSoto Times Today, a newspaper published in the town of Hernando, State and County aforesaid, and having a general circulation in said county, and that the publication of the notice, a copy of which is hereto attached, has been made in said paper 4 consecutive times, as follows, to-wit:

SUCCESSOR TRUSTEE'S
NOTICE OF SALE
STATE OF MISSISSIPPI
COUNTY OF DESOTO

WHEREAS, on October 28, 1998, Delta Bluff, LLC, a Tennessee limited liability company (sometimes referred to herein as the "Borrower"), executed and delivered a certain Deed of Trust and Assignment of Rents and Fixture Filing unto Pierette Newman, Trustee for the benefit of Peachtree Franchise Finance, LLC, to secure an indebtedness therein described, of record in the Office of the Chancery Court Clerk of DeSoto County, Mississippi in Book 1050, page 261, as assigned by Assignment of Deed of Trust to PFFC Funding, LLC, of record in Book 1056, page 177, and further assigned to U.S. Bank National Association, by Assignment of Deed of Trust of record in Book 1581, page 534 (as assigned, the "Deed of Trust"), in the Office of the Chancery Court Clerk of DeSoto County, Mississippi; and

WHEREAS, on the 22nd day of March, 2005, U.S. Bank National Association, which is the lawful owner and holder of said Deed of Trust, substituted and appointed Charles S. Sanger as Successor Trustee in said Deed of Trust by instrument recorded in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, in Book 2180, page 772; and

WHEREAS, default having been made in the payments of the indebtedness secured by the Deed of Trust, and the holder of said Deed of Trust having requested the undersigned so to do, on the 25th day of April, 2005, at 11:30 o'clock a.m., I, Charles S. Sanger, as Successor Trustee and not otherwise, will, at public outcry, offer for sale and sell, at the east door of the DeSoto County Courthouse in Hernando, Mississippi, for cash to the highest bidder, the following described land and property situated in DeSoto County, Mississippi (the "Property"), to-wit:

Land situated in Horn Lake, DeSoto County, Mississippi:

Beginning at a point in the northeast corner of Lot No. 3, DeSoto Crossing Subdivision as recorded in Plat Book 46, Page 39 (found iron pin 0.8' East and 0.7' South) said point being in the southerly line of DeSoto Cove (50 feet wide), 135.00 feet eastwardly from the tangent intersection of the southerly line of DeSoto Cove and the easterly line of Interstate Boulevard (80 feet wide); thence North 89 degrees 21 minutes 40 seconds East 180.14 feet with the southerly line of said Cove to an

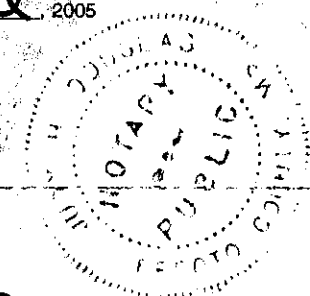
Volume No. 110 on the 30 day of March, 2005
Volume No. 110 on the 6 day of April, 2005
Volume No. 110 on the 13 day of April, 2005
Volume No. 110 on the 20 day of April, 2005
Volume No. _____ on the _____ day of _____, 2005

Diane Smith

Sworn to and subscribed before me, this 20 day of April, 2005

BY Judy H. Douglas

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: JANUARY 16, 2009
BONDED THRU DIXIE NOTARY SERVICE, INCORPORATED



A. Single first insertion of 1370 words @ .12 \$ 164.40
B. 3 subsequent insertions of 4110 words @ .10 \$ 411.00
C. Making proof of publication and depositing to same \$ 3.00

TOTAL PUBLISHER'S FEE: \$ 578.40

iron pin (found) at the northwest corner of Lot No. 5A; thence South 00 degrees 38 minutes 20 seconds East 328.08 feet along the westerly line of Lot No. 5A to an iron pin (found) in the present northerly line of Goodman Road (Right-of-Way width varies); thence North 88 degrees 12 minutes 25 seconds West 180.30 feet with the northerly line of said Goodman Road to an iron pin (found) at a southwest corner of Lot No. 3; thence North 00 degrees 38 minutes 20 seconds West 320.43 feet along the easterly line of Lot No. 3 to the point of beginning containing 1.34 more or less, acres of land (58,411, more or less, Square Feet) And being situated in Section 25, Township 1 South, Range 8 West.

Being the same property conveyed to Delta Bluff, LLC, by Special Warranty Deed of record in Book 342, page 255, Chancery Court Clerk of DeSoto County.

The United States may claim a lien against any interest of Delta Bluff, LLC in the Property pursuant to 26 U.S.C. §6321 as set forth in those Notices of Federal Tax Lien of record as Instrument Nos. 04180086 and 05020522, Shelby County, Tennessee Register's Office. The notice required by 26 U.S.C. §7425(b) has been timely given in order for the Property not to be subject to such liens or claim of liens. The Property, however, after this foreclosure sale, shall be subject to the right of the United States to redeem the Property as more fully set forth in 26 U.S.C. §7425(d)(1).

The Mississippi State Tax Commission may claim a lien against any interest of Delta Bluff, LLC in the Property as set forth in those Notices of Tax Lien of record as Case Nos. 555313-S, 555314-S, 37106-S, 556475-S, 42204147-W, 656542427-W, 538950391-W, 25302-CO, 27810-CO, 27818-CO, 556476-S and 36069-S, Circuit Clerk of DeSoto County, Mississippi.

The Mississippi Department of Employment Security may claim a lien against any interest of Delta Bluff, LLC in the Property as set forth in that Warrant for Collection of Contributions of record as Case No. 298499, Circuit Clerk of DeSoto County, Mississippi.

In accordance with the Deed of Trust and Section 75-9-604 of the Mississippi Code of 1972 Annotated, as amended, the sale of the real property will be combined with the sale of the personal property described in the Deed of Trust and Financing Statements filed of record with the Chancery Court Clerk of DeSoto County, Mississippi, and of record in the Tennessee Secretary of State's Office which includes, without limitation, the following described property:

All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land (as defined in the Deed of Trust) and the improvements (as defined in the Deed of Trust), or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land the improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land the improvements (collectively, the "Personal Property"); and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the Uniform Commercial Code), superior in lien of this Security Instrument and all proceeds and products of

the above (all defined terms used in this paragraph shall have the meaning given such terms in the Deed of Trust).

The Successor Trustee, in order to accomplish the most advantageous sale and consequent discharge of his obligation under the Deed of Trust, reserves the right to do any or all of the following: (i) By oral announcement, to adjourn the sale to another time during regular business hours on a different day, but at the same place, so long as no potential purchaser is thereby precluded from placing a bid; (ii) By oral announcement, Successor Trustee may elect to delay the sale for a reasonable time during regular business hours on the same day, to be continued at the same place at the announced time, in order to enable any bona fide bidder to determine and submit a bid, so long as no potential purchaser is thereby precluded from placing a bid; and/or, (iii) By oral announcement, to sell the secured Property in such lots, parcels, segments or separate estates as may accomplish the most advantageous sale and consequent discharge of his or her trust obligation under the circumstances; and to this end, Successor Trustee may sell the Property first in whole and then in part, and ultimately consummate the sale in whichever manner produces the most advantageous result.

The sale of the Property shall be subject to any and all prior liens, encumbrances, deeds of trust, easements, restrictions, building lines, unpaid taxes and assessments (plus penalty and interest, if any), and any redemptive rights (including redemptive rights of any taxing authority by reason of any tax liens), plus any and all other matters and encumbrances superior in right to the lien of the Deed of Trust.

I will only convey such title as is vested in me as Successor Trustee.

Witness my signature, this 30th day of March, 2005.

CHARLES S. SANGER, as Successor Trustee and not otherwise.

Boul Cummings Connors Berry, PLC.

1600 Division Street, Suite 700
Nashville, TN 37203
(615) 252-2360

Publication Dates: March 30, 2005,
April 6, 2005, April 13, 2005 and
April 20, 2005

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
Washington, DC 20224

SMALL BUSINESS / SELF-EMPLOYED DIVISION

Date: April 8, 2005

Area Number: 8

BOULT CUMMINGS CONNERS BERRY

Law Offices
1600 Division St., Suite 700
Nashville, TN 37203

Dear Sir:

This is to acknowledge receipt of your correspondence dated March 30, 2005 regarding **Delta Bluff, LLC (62-1743266)**. Your notice is considered adequate for a non-judicial sale under the provisions of Section 7425 of the Internal Revenue Code of 1986.

The Internal Revenue Service reserves its right to redeem real property. If you desire to submit an application for release of our right of redemption, you may request a copy of Publication 487 by calling 1-800-TAX-FORM. A payment may be required to secure a release.

We are enclosing a blank "Report of Sale". Within fifteen (15) days from the day of sale, please complete the report and return it to the address on the Report of Sale. If the sale is canceled, please provide a brief explanation as to the reason.

If the property is sold for more than the total due on the foreclosing instrument, any *excess proceeds* are subject to the lien(s) of the Internal Revenue Service. Send excess proceeds to the address shown below.

If you have any questions, please contact E. Bender, badge number 72-01021, at telephone number 504-558-3352, fax at 504-558-3490, or write to 1555 Poydras St., Suite 220 - Stop 65, New Orleans, LA 70112-3747. Thank you for your cooperation.

Sincerely,



Wallace B. Schneidau
Technical Services Group Manager

Enclosure



BOULT - CUMMINGS[®]
CONNERS - BERRY PLC

Charles S. Sanger
 (615) 252-2231
 Fax: (615) 252-2231
 Email: csanger@boultcummings.com

March 30, 2005

VIA FEDEX AND CERTIFIED MAIL
RECEIPT NO. 7099 3400 0005 3401 2333
RETURN RECEIPT REQUESTED

Internal Revenue Service
 Attn: Technical Services
 1555 Poydras Street, Suite 220
 Stop 65
 New Orleans, LA 70112

Internal Revenue Service
 Special Compliance Unit
 1555 Poydras Street
 Technical Services Area 3000
 New Orleans, Louisiana 70112
 1555 Poydras Street
 3/31/2005

Re: ***Delta Bluff, LLC***
Notices of Federal Tax Lien Shelby County, Tennessee

Dear Sir or Madam:

We represent AMRESKO Commercial Finance, LLC, Special Servicer to U.S. Bank National Association, as Indenture Trustee, for the registered holders of the Peachtree Franchise Loan Notes Series 1999-A, and are writing to advise you that, upon instructions from our client, we will commence foreclosure proceedings immediately on the property described in the exhibit attached hereto.

1. **NAME AND ADDRESS OF PERSON SUBMITTING NOTICE:**

Charles S. Sanger, Successor Trustee
 Boulton, Cummings, Connors & Berry, PLC
 1600 Division Street, Suite 700
 Nashville, TN 37203

2. **NOTICE OF TAX LIEN:** Copies of the tax liens of record as Instrument No. 04180086 and Instrument No. 05020522, Shelby County, Tennessee Register's Office, containing the name and address of the taxpayer and the date and place the notice of liens were filed, are attached hereto as *Exhibit A*.

3. **DESCRIPTION AND LOCATION OF PROPERTY:** The real property and improvements ("Real Property") subject to foreclosure is listed in the property description attached hereto as *Exhibit B*. The property location is as follows: 710 DeSoto Cove, Horn Lake, MS 38637-1469. Copies of the Deed of Trust and Assignment of Rents and Fixture Filing of record Book 1050, page 261, as assigned by Assignment of Deed of Trust to PFFC Funding, LLC, of record in Book 1056, page 177, and further assigned to U.S. Bank National Association, by Assignment of Deed of Trust of record in Book 1581, page 534 (referred to collectively as the

1036470 v1
 103904-001
 3/30/2005

LAW OFFICES
 1600 DIVISION STREET - SUITE 700 - P.O. BOX 840025 - NASHVILLE - TN - 37203
 TELEPHONE 615.244.2522 FACSIMILE 615.252.8280 www.boultcummings.com

Internal Revenue Service
Attn: Technical Services
March 30, 2005

"Deed of Trust"), Chancery Court Clerk of DeSoto County, Mississippi, are attached to this letter as *Exhibit C*. In accordance with the Deed of Trust and Section 75-9-604 of the Mississippi Code of 1972 Annotated, as amended, the sale of the Real Property will be combined with the sale of the personal property ("Personal Property") described in the Deed of Trust, which includes the property described in *Exhibit D* attached hereto (the Real Property and the Personal Property collectively referred to as the ("Property")).

4. **SALE DATE, TIME, PLACE AND TERMS:** The Property will be sold by public sale at 11:00 o'clock (11:00 a.m.) on the 25th day of April, 2005, at the east door of the DeSoto County Courthouse in Hernando, Mississippi, to the highest bidder for cash.

5. **DESCRIPTION OF DEBT AND SALE EXPENSES:** As of March 30, 2005, the approximate amount of the principal obligation secured by the Deed of Trust being foreclosed upon, including interest is \$3,843,716.89. The per diem rate of interest for every day after the date is \$690.32. The foreclosure expenses, including advertising expenses and legal expenses chargeable against the sale proceeds, are estimated to be approximately \$5,225.00.

Please acknowledge the enclosed copy of this notice and return in the self-addressed, stamped envelope enclosed for your convenience.

If you require any additional information with respect to this matter, please advise.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

Charles S. Sanger

By:

Charles S. Sanger

CSS/bjk
Attachments

Acknowledged this _____ day of March, 2005.

By: _____
Title: _____

THIS NOTICE IS CONSIDERED ADEQUATE
IN ACCORDANCE WITH IRC 7425(C)

Signature: *Kellie B. Schmandt*
Manager, Case Processing Support, Area 8
Compliance Services SBSE, New Orleans, La

1036470 v1
105904-001
3/30/2005

TOTAL P.04